



PATENT APPLICATION NO.  
ATTORNEY DOCKET NO. T9627.NP

### DECLARATION, POWER OF ATTORNEY AND PETITION

As a below named inventor, I hereby declare: that my residence, post office address, and citizenship are as stated below next to my name; that I verily believe I am the original, first, and sole inventor of the subject matter which is claimed and for which a patent is sought on the invention entitled ATTACHMENT SYSTEM AND METHOD FOR ATTACHING WALL OR FLOOR SYSTEMS TO RESPECTIVE FLOORS OR WALLS, the specification of which is attached hereto OR was filed on February 13, 2002 as United States Application No. 10/076,028, and was amended on \_\_\_\_\_ (if applicable); that the subject matter of the attached amendment or amendment filed on \_\_\_\_\_ was part of my or our invention and was invented before the filing date of the original application, above identified for such invention; that I have reviewed and understand the contents of the above-identified specification, including the claims, as amended by any amendment specifically referred to above; and that I acknowledge the duty to disclose information which is material to patentability as defined in § 1.56(a) of Title 37 of the Code of Federal Regulations.

I hereby claim the benefit under Section 120 of Title 35 of the United States Code of the earlier filed U.S. Provisional Patent Application No. 60/268,526 filed February 14, 2001; and, insofar as the subject matter of each of the claims of these applications is not disclosed in the earlier filed pending applications in the manner provided by the first paragraph of Section 112 of Title 35 of the United States code, we acknowledge the duty to disclose material information, as defined in Section 1.56(a) of Title 37 of the Code of Federal Regulations, which occurred between the filing date of the earlier filed applications and the filing date of this application.

I declare further that all statements made herein of my own knowledge are true and that all statements made on information and belief are believed to be true; and further that these statements were made with the knowledge that willful, false statements and the like so made are punishable by fine or imprisonment, or both, under § 1001 of Title 18 of the United States Code, and that such willful, false statements may jeopardize the validity of the application or any patent issuing thereon.

I hereby appoint as its attorneys and/or patent agents the law firm of THORPE, NORTH & WESTERN, LLP, having a business address of 8180 South 700 East, Suite 200, Sandy, Utah 84070, and VAUGHN W. NORTH, Registration No. 27,930; M. WAYNE WESTERN, Registration No. 22,788; CLIFTON W. THOMPSON, Registration No. 36,947; GARRON M. HOBSON, Registration No. 41,073; PETER M. DE JONGE, Registration No. 47,521; WEILI CHENG, Registration No. 44,609; DAVID R. MCKINNEY, Registration No. 42,868; STEVE M. PERRY, Registration No. 45,357; GARY P. OAKESON, Registration No. 44,266; DAVID W. OSBORNE, Registration No. 44,989; KEITH HARGROVE, Registration No. 34,836; and JASON R. JONES, Registration No. 51,008; all with full power of substitution and revocation, to prosecute this application and to transact all business in the Patent and Trademark Office connected therewith.

All correspondence concerning this application should be directed to:

THORPE, NORTH & WESTERN, LLP Customer No. 20,551  
Garron M. Hobson  
THORPE, NORTH & WESTERN, LLP  
P.O. Box 1219  
Sandy, Utah 84091-1219  
Telephone: (801) 566-6633  
Facsimile: (801) 566-0750

Wherefore, I pray that Letters Patent be granted to me for the invention or discovery described and claimed in the foregoing specification and claims, declaration, power of attorney, and this petition.

Signed at Sandy, ut this 4<sup>th</sup> day of MAY  
2002.

INVENTOR(S):

*Jesse L. Hearne*  
Jesse L. Hearne  
Residence: (City, State): Duchesne, Utah  
Citizenship: United States of America  
Post Office Address: P.O. Box 1041  
Duchesne, Uth 84021

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IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

In re Patent Application of:	
Jesse Hearne	Docket: 8632.2
Serial No.: 10/076/028	Art Unit: 3632
Filed: February 13, 2002	Examiner: Alfred S. Wujciak
For: ATTACHMENT SYSTEM AND METHOD FOR ATTACHING WALL OR FLOOR SYSTEMS TO RESPECTIVE FLOORS OR WALLS	

SUBSTITUTE POWER OF ATTORNEY

Commissioner for Patents  
P.O. Box 1450  
Alexandria, VA 22313-1450

Sir:

The undersigned, attorney-in-fact for and legal representative of the applicant in the above-entitled application, pursuant to the attached Appointment, hereby appoints Lynn G. Foster, 602 East 300 South, Salt Lake City, Utah 84102 (Registration No. 21,189) attorney for Jesse Hearne, with full power of substitution and revocation, to prosecute said application, to make alterations and amendments therein, to file continuing patent applications, to receive the Letters Patent, and to transact all business in the Patent Office connected therewith. All previous powers of attorney are hereby revoked.

  
Anne R. von Weller  
Attorney-in-Fact for and Legal Representative  
of Jesse Hearne

I hereby certify that this correspondence is being deposited with the United States Postal Service as first class mail in an envelope addressed to: Commissioner for Patents, P.O. Box 1450, Alexandria, VA 22313-1450 on September 13, 2003.

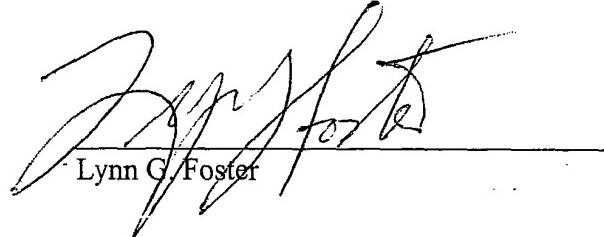
  
Lynn G. Foster

**CERTIFICATE OF SERVICE**

The undersigned certifies that a copy of this Substitute Power of Attorney and attached Appointment were mailed September 18, 2003, postage prepaid to:

Jesse Hearn  
P.O. Box 1041  
Duchesne, UT 84021

Thorpe, North & Western, LLP  
P.O. Box 1219  
Sandy, UT 84091-1219



Lynn G. Foster

A handwritten signature in black ink, appearing to read "Lynn G. Foster". It is written in a cursive, flowing style with some loops and variations in thickness.

**APPOINTMENT OF ANNE VONWELLER AS THE  
TRUE AND LAWFUL ATTORNEY-IN-FACT AND  
LEGAL REPRESENTATIVE FOR JESSE HEARNE**

**RECITALS**

- A. There exists a certain Promissory Note and Security Agreement and Royalty Agreement (the Note and Agreement) between Jesse Hearne (Hearne) and Richard H. and/or Anne R. vonWeller (vonWellers) pertaining to a substantial loan from the vonWellers to Hearne.
- B. The Note and Agreement give the vonWellers a security interest in an invention sometimes called "Safety Wall Tie" and patent applications directed toward the invention.
- C. The Note and Agreement have been recorded in the U.S. Patent and Trademark Office at Reel 011977, Frame 0942.
- D. A UCC-1 Financing Statement pertaining to the collateral provided for in the Note and Agreement has been recorded in the State of Utah.
- E. Hearne is in complete default under the Note and Agreement.
- F. Hearne has been given a Notice of Default by the vonWellers and has been non-responsive to the notice.
- G. The Note and Agreement contain the following identification of the collateral:

SECURITY: The payment of this Note is secured by the pending patent, Attorney Dock. No. T9627.PROV, and the patent when issued (including all testing, research, development, reports and product approvals) for the "Safety Wall Tie" which patent application is solely owned personally by the Hearne, Jesse Hearne. Hearne does, hereby collaterally assign and grant to vonWellers a lien and security interest in (1) All of Hearne's right, title, and interest in and to (a) the application(s) for Letters Patent (Attorney Dock. No. T9627.PROV) and the inventions described therein and any Untied States Letters Patent that may be issued on any of those application(s); (b) any reissue, extension, division, or continuation of the Patents or Applications; (c) all future royalties or other fees paid or payment or payments made or to be made to Hearne in respect to the patent; and (d) proceeds of any and all of the foregoing, and (2) All rights,

interests, claims, and demands that Hearne has or may have in existing and future profits and damages for past and future infringements of the patent rights. Hearne further covenants that, until the note has been satisfied in full, Hearne will (1) not enter into any agreement(s) including, without limitation, license agreements, which are inconsistent with Hearne's undertakings and covenants under this patent security agreement or which restrict or impair vonWellers' rights hereunder; and (2) Maintain the patent collateral in full force and effect.

H. The Note and Agreement contain the following default provision by which the vonWellers are granted the right to act for Hearne as his attorney-in-fact and legal representative:

Upon default by Hearne, the vonWellers may take any action permitted by law or equity, in vonWellers' sole discretion, to foreclose on or otherwise realize on the patent collateral covered hereby. For those purposes, Hearne hereby authorizes and empowers vonWellers to make, constitute, and appoint any officer or agent of vonWellers as vonWellers may select in vonWellers' sole discretion, as Hearne's true and lawful attorney-in-fact [legal representative] with the power to endorse Hearne's name on and/or file of record, all assignments, applications, documents, papers and instruments, whether signed by Hearne or by vonWellers on Hearne's behalf, necessary for vonWellers or their transferee, successors, heirs or assigns, to obtain title to and the right to use the patent collateral or to grant or issue any exclusive or nonexclusive license under the patent collateral to any other person or to assign, pledge, convey or otherwise transfer title in or dispose of all or any part of the patent collateral to any other person. Hearne hereby ratifies all that that attorney shall lawfully do or cause to be done by virtue hereof. This power of attorney shall be irrevocable for the life of this patent security agreement.

#### APPOINTMENT

Given the foregoing, Richard H. vonWeller and Anne R. vonWeller hereby, in their sole discretion appoint Anne R. vonWeller as Jesse Hearne's true and lawful attorney-in-fact and legal representative with the power to endorse Hearne's name on and/or file of record, all assignments, applications, documents, papers and instruments, whether signed by Hearne or by vonWellers on Hearne's behalf, necessary for vonWellers to obtain title to and the right to use the patent collateral

or to grant or issue any exclusive or nonexclusive license under the patent collateral to any other person or to assign, pledge, convey or otherwise transfer title in or dispose of all or any part of the patent collateral to any other person.

**GRANTEE**

for Jesse Hearne

Anne R. vonWeller 9/17/03  
Anne R. vonWeller Date

**GRANTORS**

for Jesse Hearne

Richard H. vonWeller 9-17-03  
Richard H. vonWeller Date

Anne R. vonWeller 9/17/03  
Anne R. vonWeller Date